

CONTRACT

WHEREAS, the State of California Department of General Services (DGS), for and on behalf of the State and County agencies, solicited competitive bid proposals from numerous companies to form a Master Services Agreement (MSA); and,

WHEREAS, Renaissance Government Solutions (RGS) was selected from among MSA consultants qualified under the Project Manager category, as the best for the Consortium of Counties involved; and,

NOW, THEREFORE, IT IS AGREED as follows:

SCOPE OF CONTRACT:

This is an Agreement between the County of Santa Clara, State of California (hereinafter referred to as COUNTY) on behalf of the Welfare Case Data System (WCDS) Consortium Counties and Renaissance Government Solutions (hereinafter referred to as CONTRACTOR) located at Bank One Center, Center/Circle, ill Monument Circle, Suite 862, Indianapolis, Indiana 46204, for Quality Assurance Monitoring and Project Management services provided by CONTRACTOR utilizing State and Federal funds. This contract consists of the following Articles and Attachments:

Article	I:	Contractor Responsibilities
Article	II:	General Covenants, Conditions & Restrictions
Article	III:	Statutes, Regulations, & Policies
Article	IV:	Insurance & Bonding
Article	V:	Fiscal Requirements
Article	VI:	Audits & Evaluation of Contractor
Attachment	A:	Renaissance Government Solutions Proposal to the Welfare Client Data System (WCDS) Consortium for Project Management and Quality Assurance Monitoring for the Cal WORKs Information Network (Cal WIN) Project
Attachment	B:	Master Services Agreement dated September 9, 1997.

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TERM OF CONTRACT:

This Agreement shall commence February 28, 2000, and continue through May 31, 2004, unless earlier terminated or otherwise amended. The Contract Managers may mutually agree in writing to extend the term of this Agreement provided that the maximum obligation of the Agreement does not increase as a result.

MAXIMUM FINANCIAL OBLIGATION:

COUNTY shall reimburse CONTRACTOR the sum not to exceed Ten Million Dollars (\$10,000,000) subject

to provisions of this Agreement.

DEFINITIONS:

1. "Contract Managers" means one person each designated by WCDS/CalWIN and by RGS to administer this Agreement on behalf of the respective parties.
2. "Fiscal Year" means the period commencing July 1 of any year and ending June 30th of the following year.
3. "Directors' Conference" means a conference consisting of the Welfare Director from each WCDS/CalWIN County which will meet periodically and is responsible for the overall policy. Each County has one vote at the Directors Conference.
4. "WCDS/CalWIN Joint Committee" means a committee consisting of one Voting Representative from each WCDS/CalWIN County. The WCDS/CalWIN Joint Committee will meet periodically to administer this Agreement.
5. "Joint Services" means the services to be rendered to all Counties jointly pursuant to Article I.
6. "Hourly Rate Deliverables" is the hourly rate for services rendered by RGS under the terms of this Agreement, as modified by any current amendment to Article V.3 of this Agreement.

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IN WITNESS WHEREOF, COUNTY AND CONTRACTOR hereby agrees to the items of this Agreement.

ATTEST: _____ BY: _____
Phyllis A. Perez, Clerk Donald F. Gage, Chairperson
Board Of Supervisors Board of Supervisors

Dated: _____ Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Susan G. Levenberg
Assistant County Counsel

Dated: _____

CONTRACTOR

Name of Agency: Renaissance Government Solutions

Name of Program: CalWIN Contract

Signature: _____ Print Name: _____

Title: _____ Dated: _____

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ARTICLE I

CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

1. comply with all provisions set forth in this Agreement;
2. provide those services, facilities, equipment and supplies described in this Agreement including the Exhibits attached hereto consisting of certain documents known to both parties, incorporated herein by reference and entitled and more fully described as follows:

Attachment A: Proposal submitted by CONTRACTOR dated October 13, 1999. In the event of conflict between the provisions of the main body of this Agreement (i.e. those provisions set forth in Articles I through VI of this Agreement) and the provisions of the Attachments, or as between Attachments, the following order of precedence shall apply:

The provisions of the main body of this Agreement shall prevail over all other provisions.

If CONTRACTOR is unable to provide services as agreed, CONTRACTOR shall promptly notify the WCDS/CalWIN Manager in accordance with Article II, Section 8, Notices.

3. ensure that its facilities will meet state and local health and safety laws and regulations. CONTRACTOR agrees that conditions of its facilities shall be hazard-free, have sufficient lighting and ventilation, be free of excessive noise, and be handicap-accessible. CONTRACTOR also agrees to develop an emergency plan, evacuation procedures, and to make this information available to its participants and staff.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTONS

1. General:

- a. The Agreement fully expresses all understandings of the parties. No additions to, or alterations of the terms, whether written or verbal, by the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement.
- b. This Agreement may be terminated at any time for any reason by either party upon giving thirty (30) days advance written notice to the other party. In case of such early termination, COUNTY shall pay CONTRACTOR for services performed up until the effective date of termination as specified in the notice.

2. Availability and Substitution of Funds

Notwithstanding Article 11.1, this Agreement is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Agreement, or reducing the maximum dollar amount of this Agreement. COUNTY is not obligated to use its own funds to support this Agreement.

3. Subcontracting

CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining written approval from WCDS/CalWIN Manager. Any subcontract entered

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into in violation of this provision shall be void.

Any approved subcontracts shall be subject to the same provisions for providing service as this Agreement. CONTRACTOR shall be responsible for the performance of any subcontractor.

4. Assignability

In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of the WCDS/CalWIN Manager. Any attempted delegation or assignment without prior written consent shall be void.

5. Independent Contractor Status

In performance of this Agreement, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees or agents of COUNTY. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the COUNTY and CONTRACTOR or any of CONTRACTOR agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees, shall not be entitled to any rights and/or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

6. Conflict of Interest

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be

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performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

- a. CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors.
- b. In the event that a conflict of interest exists, costs may be disallowed and such conflict may constitute grounds for terminating this Agreement.
- c. No employee of CONTRACTOR nor any member of any employee's immediate family shall serve on an outside review or advisory board or committee or hold any similar position which either by rule, practice or action nominates, recommends, or supervises CONTRACTOR's operations under this Agreement, or authorizes funding to CONTRACTOR under this program.

7. County Representative

Except as may be specified otherwise in this Agreement, the Director of the Social Services Agency of the COUNTY of Santa Clara, or her designee, shall represent COUNTY in all matters under this Agreement, including the giving of any notices required hereunder.

8. Notices

All notices shall be deemed effective when in writing and delivered in person or three days after they are deposited in the United State mail, certified mail, and addressed as below. Any notices, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. Notices must be addressed:

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a. To COUNTY:

Director
Social Services Agency
1725 Technology Drive
San Jose, CA 95110-1392

b. To CONTRACTOR:

Thomas DiMartino, President
Renaissance Government Solutions
Bank One Center
Center/Circle
111 Monument Circle, Suite 862
Indianapolis, Indiana 46204

c. To WCDS:

Sandra Erbs, WCDS/CalWIN Manager
7840 Madison Avenue, Suite 185
Fair Oaks, CA 95628

CONTRACTOR agrees that, unless otherwise indicated in writing, the person in b. above has primary authority and responsibility required to carry out this Agreement. CONTRACTOR's Project Manager shall be responsible for day-to-day activities as related to this Agreement and for reporting to the WCDS/CalWIN Manager in the manner set forth in this Agreement. CONTRACTOR's Project Manager shall interface with the WCDS/CalWIN Manager and the WCDS/CalWIN Joint Committee and Directors Conference on a regular basis. WCDS/CalWIN has the absolute right to approve or disapprove all CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Manager. CONTRACTOR shall provide WCDS/CalWIN Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

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9. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

10. Waiver

The waiver of any breach of the terms hereof, or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not affect the terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by both parties.

11. Totality of Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement exists or shall be" deemed to bind the parties hereto.

12. Amendment of Agreement

This authority to amend this Agreement on behalf of the County is delegated to the Director of the Social Services Agency, or her designee, when there is no adverse impact on the County of Santa Clara general fund, the amendment has been approved by the WCDS/CalWIN Manager and CONTRACTOR, and subject to review and approval by County Counsel

13. Publicity

Information and solicitations prepared and released by CONTRACTOR concerning the services provided under this Agreement shall states that the program is wholly or in part funded with Federal government funds.

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14. Non-Solicitation of Employees

Except as otherwise agreed in writing, beginning on the date of this Agreement, for the length of this Agreement and for one (1) year thereafter, COUNTY and CONTRACTOR agree to refrain from soliciting for employment any officer or employee employed by the other who is directly or indirectly involved in the execution of the Agreement. This shall not prohibit one party from hiring any officer or employee of the other who responds to regular employment efforts, such as posting of job openings, newspaper advertisements, etc.

15. Copyright Access and Ownership Rights

- a. General. COUNTY, the State of California, and the U.S. Department Agriculture and U.S. Department of Health and Human Services shall have a royalty-free, perpetual, nonexclusive and irrevocable license to publish translate, or use, now and hereafter, all material developed under this Agreement, including that which is covered by copyright.
- b. Exemption. The United States Department of Agriculture, the United States Department of Health and Human Services, the State of California, WCDS and the COUNTY shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other to use, for federal government purposes any software, modifications and documentation developed under the terms of this agreement.
- c. County systems are and shall remain the sole and exclusive property of the COUNTY and CONTRACTOR shall have no rights therein.

ARTICLE III

STATUTES, REGUALTIONS AND POLICIES

1. Compliance with Statutes and Regulations

CONTRACTOR shall comply with all applicable federal and state statutes and regulations relating to its performance under this Agreement. CONTRACTOR and any of its subcontractors shall be bound by these laws, rules, codes, and conditions, expressed or implied, which are applicable to the project. To the extent that said statutes and regulations are in conflict with provisions of this Agreement, the statutes or regulations shall prevail. CONTRACTOR shall also maintain and obtain all licenses and permits required by the laws of California, and all governmental agencies, appropriate to its proper and effective performance for the duration of this Agreement.

2. Statutes Governing Agreement

This Agreement shall be governed and construed in accordance with the statutes of the State of California. In the performance of this Agreement, CONTRACTOR shall comply, unless waived in whole or in part by the COUNTY, with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California, the State Department of Social Services Regulations and all administrative regulations, rules and policies adopted there under, as any such may now exist or be, in the future, amended or changed.

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3. Nondiscrimination of Services

CONTRACTORS shall:

- a. Not discriminate against any sub-contractor, employee, applicant for employment, client, or customer, because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training (including apprenticeship), hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.
- b. Comply with all applicable federal, state and local laws and regulations, including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102.
- c. Ensure that their appropriate personnel involved in providing services (such as home-health workers and residential substance abuse personnel) are educated regarding AIDS and HIV infection;
- d. Include the nondiscrimination and compliance provisions of this clause in all sub-contracts to perform work under the Agreement.

4. Confidentiality

CONTRACTOR shall require its employees to comply with the provisions of Sections 10850 e~ seq. of

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the Welfare and Institutions Code and SDSS Manual of Policies and Procedures, Division 19 Regulations. The foregoing sections provided that:

- a. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public services for which grants-in-aid are received by the State of California from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of such public social services.
- b. No person shall publish, disclose or use or permit or cause to be published or disclosed any confidential information pertaining to an applicant, recipient or services, except as is provided by law.

CONTRACTOR shall inform all employees, agents and officers of the above provisions and that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

5. Energy Efficiency Standards

CONTRACTOR shall comply with those mandatory standards and policies relating to energy efficiency as set forth in the State Energy Conservation Plan (Title 24, California Administrative Code) and required by the U.S. Energy Policy and Conservation Act (Public Law 94-163) as each may now exist or be hereafter amended.

6. Environmental Protection Standards

CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act

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(42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency ("EPA") Regulations (40 CFR part 15) as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

- a. No facility to be utilized in the performance of the proposed Agreement been listed or is under consideration to be listed on the EPA List of Violating Facilities; or
- b. It shall notify WCDS/CalWIN Manager, COUNTY and the EPA about any known violation of the above laws and regulations.

7. Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions

Federal Transactions

CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to 31 U.S.C. 1352 and the guidelines with respect to those provisions set down by the Federal Office of Management and Budget and published in the Federal Register dated December 20, 1989, Volume 54, No.243, pp. S2306-52331. Under these laws and regulations, it is mutually understood that any contract which utilized federal monies in excess of \$100,000 must contain and CONTRACTOR must comply with the following provisions:

- a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Section 28.2 of this certification.

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- b. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that:
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative Agreement;
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with offer, OMB standard form LLL, disclosure of Lobbying Activities, to the Contracting Officer; and,
 - 3) He or she will include the language of this certification in all subcontracts awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- c. Submission of this certification and disclosure is prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to

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be filed or amended by this provisions, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

ARTICLE IV

INSURANCE AND BONDING

1. Indemnity

The CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and State, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of; or in connection with performance of this Agreement by CONTRACTOR and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

2. Insurance

Without limiting the CONTRACTOR's indemnification of the COUNTY, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

a. Evidence of Coverage

Prior to commencement of this Agreement, the CONTRACTOR shall provide a Certificate of Insurance certifying that coverage is required herein has been obtained. The COUNTY's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the

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insurance carrier may be substituted for the COUNTY' S Special Endorsement form if they provide the coverage as required. In addition, a certified copy of the policy or policies shall be provided by the CONTRACTOR upon request. This verification of coverage shall be sent to the requesting COUNTY department, unless otherwise directed. The CONTRACTOR shall not receive a Notice to Proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

b. Qualifying Insurers

All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY's Insurance/Risk Manager.

c. Insurance Required

I. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- (a) Each occurrence - \$1,000,000
- (b) General aggregate - \$2,000,000
- (c) Products/Completed Operations aggregate - \$2,000,000
- (d) Personal Injury Limit - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General Liability coverage shall include:

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- (a) Premises and Operations
 - (b) Products/Completed
 - (c) Contractual Liability expressly including liability assumed under this Agreement
 - (d) Personal Injury liability
 - (e) Owners' and CONTRACTOR's Protective liability
 - (f) Severability of Interest
3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:
- (a) Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured's. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).
 - (b) Primary Insurance Endorsements:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 - (c) Notice of Cancellation or Change of Coverage

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Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified COUNTY insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the County of Santa Clara.

(d) Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the COUNTY of Santa Clara.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if CONTRACTOR or any of its agents or sub contracts will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance for:

(a) Statutory California Workers' Compensation coverage including a broad form all-states coverage.

(b) Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

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- (c) Coverage under the United State Longshoremen's and Harbor Worker's Act shall be provided when applicable.

6. Special Provisions:

The following provisions shall apply to this Agreement:

- (a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the COUNTY or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- (b) The COUNTY acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the CONTRACTOR. However, this shall not in any way limit liabilities assumed by the CONTRACTOR under this Agreement. Any self-insurance shall be approved in writing by the COUNTY upon satisfactory evidence of financial capacity. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- (c) Should any of the work under this Agreement be sublet, the CONTRACTOR shall require each of its subcontractors of any tier to carry the aforementioned coverages or CONTRACTOR may insure subcontractors under its own policies.
- (d) The COUNTY reserves the right to withhold payments to the CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.

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7. Fidelity Bonds (Required only if CONTRACTOR will be receiving advance funds or payments)

Before receiving compensation under this Agreement, CONTRACTOR will furnish COUNTY with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in the amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the COUNTY cited herein. If such bond is canceled or reduced, CONTRACTOR will notify COUNTY immediately, and COUNTY may withhold further payment to CONTRACTOR until proper coverage has been obtained. Failure to give such notice may be caused for termination of this Agreement, at the option of COUNTY. Advances shall not exceed twenty-five percent (25%) of the contracted amount.

ARTICLE V

FISCAL REQUIREMENTS

1. Compensation to Contractor

It is mutually understood that COUNTY will appropriate the necessary amount to cover the costs under this Agreement not to exceed the maximum financial obligation on page 2. Notwithstanding any other provisions of this Agreement, the parties agree that at such time that the amount which COUNTY pays or becomes obligated to pay CONTRACTOR for services rendered pursuant to this Agreement totals the amount appropriated, COUNTY may terminate the services of CONTRACTOR pursuant to this Agreement, in which event

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COUNTY's total obligation to CONTRACTOR for all services rendered pursuant to this Agreement shall not exceed the appropriated amount. In the alternative, at COUNTY's option, COUNTY may appropriate additional funds to pay for services pursuant to this Agreement, in which event CONTRACTOR will continue to be obligated to perform at the rate set forth in this Agreement until such additional appropriation is exhausted (but not to exceed the term of this Agreement and any extensions hereto).

The obligation of COUNTY under this Agreement shall be contingent up on the availability of State and Federal funds for the reimbursement of COUNTY's expenditures the event that such funding is terminated or reduced, COUNTY may terminate this Agreement or reduce COUNTY's maximum obligation set forth in this section.

2. **Claims**

All claims for fixed price deliverables shall be honored upon completion of deliverables approved by the WCDS/CalWIN Manager. Hourly rate services will be paid within 30 calendar days after submission of the invoice for such services as approved by the WCDS/CalWIN Manager to the County. All claims submitted to WCDS shall be supported with source documents including general ledgers, supporting journals, time sheets, invoices, canceled checks, and receipts, copies of some of which may be required to be submitted with each invoice. Source documents that CONTRACTOR shall submit with each invoice will be determined by the WCDS/CalWIN Manager. CONTRACTOR shall retain all financial records in accordance with this Agreement.

3. **Hourly Rate Deliverables**

- a. Project Management - maximum contract price \$x,xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).

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- b. CalWIN System Development - maximum contract price \$x,xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- c. Telecommunication Design - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- d. User Acceptance Testing - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- e. Pilot Test - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- f. Consortium-wide Implementation maximum contract price \$x,xxx,xxx - to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- g. Training - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- h. Conversion - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- i. Clerical Support - maximum contract price \$xxx,xxx to be invoiced monthly based on actual hours used and adjusted to reflect the Federal/State share (net payable by Santa Clara County).
- j. As needed Consulting Services - maximum contract price \$x,xxx,xxx to be invoiced monthly based on actual hours spent upon approval by the WCDS Manager and adjusted to reflect the Federal/State share (net payable by Santa Clara County).

CONTRACTOR shall be paid only for all tasks, deliverables, goods, services and other work approved in writing by WCDS/CalWIN Manager.

4. Overpayments

Nothing in this Section and in this Agreement shall be construed as limiting the remedies of COUNTY

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in the event an overpayment has been made. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY.

Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of COUNTY, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) calendar days after the date of the final audit findings report and prior to any administrative appeal process.

In the event an overpayment owing by CONTRACTOR is collected from COUNTY, by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) calendar days thereafter and prior to any administrative appeal process. In the event COUNTY determines that CONTRACTOR unreasonably withheld the refunding of overpayments, CONTRACTOR shall pay all costs reasonably incurred by COUNTY to enforce the provisions set forth in this section.

5. Financial Records

- a. CONTRACTOR shall establish and maintain a system of financial controls and accounting in conformance with generally accepted principles of accounting.
- b. CONTRACTOR shall maintain accurate and complete financial records of all costs and operating expenses in connection with this Agreement requested by COUNTY or the WCDS/CalWIN Manager: including but not limited to contracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank statements and other official documentation evidencing in proper detail the nature and propriety of all costs incurred.

ARTICLE VI

AUDITS & EVALUATION OF CONTRACTOR 1.Inspection and Audit

1. Inspection and Audit

- a. All records, books, reports and documentation maintained by CONTRACTOR pursuant to this Agreement or related to the CONTRACTOR'S activities and expenditures under this Agreement shall be open for inspection and audit by federal, state, and county officials upon demand at reasonable times. CONTRACTORS shall furnish pertinent information as reasonably requested upon reasonable notice by \VCDS/CalWIN Manager. Upon reasonable notice, CONTRACTOR agrees that the Department of Agriculture, Department of Health and Human Services, the Department of Fair Employment, Comptroller-General of the United States, Director of the State Department of Health Services, State Auditor-General, WCDS/CalWIN Manager, COUNTY, or any of its authorized representatives shall have access during normal business hours and the right to examine, audit, excerpt, copy or transcribe any books, documents, papers, transactions, or other records which any of them may reasonably determine to be pertinent to this Agreement in order to ascertain CONTRACTOR compliance. Further, all of the above mentioned persons have the right during normal business hours to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.
- b. CONTRACTOR shall submit to COUNTY a complete financial statement conducted by an independent, certified public accountant, no later than ninety (90) days following fiscal year's end, indicating that reported costs have been actual, reasonable and necessary and computed in accordance with generally accepted accounting principles and provisions of this Agreement.
- c. The cost of the audit is an allowable contract cost. The CONTRACTOR is responsible for

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ensuring that the appropriate portion of audit costs are included within the CONTRACTOR's line item budget.

- d. COUNTY may elect to accept a financial statement in accordance with generally accepted accounting procedures conducted to meet compliance requirements of other funding entities in the event all provisions are met in item 1(b) above.

2. Records, Reports and Documentation

CONTRACTOR shall provide such reports and attend such meetings as the WCDS/CalWIN Manager may reasonably require to monitor performance under this Agreement including, without limitation, data on work assignments and priorities, planning and information support and inventory records.

CONTRACTOR shall prepare and maintain accurate and complete records pertinent to this Agreement including, but not limited to, equal employment, affirmative action, financial, statistical, and supporting documentation, with dates and types of services provided, for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, and all disputes, litigation, claims or other actions are resolved whichever is later. CONTRACTOR shall make available its books and financial records within ten (10) days after receipt of a written demand by the WCDS/CalWIN Manager. In the event CONTRACTOR does not make available its books and financial records because of a dispute as to whether such books and records are pertinent, and the requesting auditor incurs costs in obtaining such or CONTRACTOR incurs costs in protecting such materials from disclosure, then the prevailing party shall be entitled to receive from the losing party all necessary and reasonable costs incurred in obtaining or protecting from disclosure such materials, as the case may be.

The cooperation required of CONTRACTOR under this paragraph includes extending assistance as

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requested by WCDS/CalWIN Manager for purposes of preparing evaluations required by the county, state, or federal governments as to services provided by CONTRACTOR under this Agreement.

Upon 'WCDS/CalWIN Manager request, CONTRACTOR shall provide WCDS/CalWIN Manager evidence of CONTRACTOR's capacity to perform under this Agreement, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Agreement.

All records, books, reports and documentation shall be retained by CONTRACTOR for five (5) years after termination of this Agreement; or until all federal, state and county audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation shall be transmitted to the County of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained.

3. Responsibility for Audit Exceptions

CONTRACTOR, at its own expense, shall accept responsibility for receiving, replying to, and complying with any audit exceptions noted by appropriate county, state or federal audit agencies relating to this Agreement. CONTRACTOR, at its own expense, shall also give full cooperation as requested by COUNTY or the WCDS/CalWIN Manager if any audit related process, including, but not limited to, providing adequate staff for organizing CONTRACTOR records and testifying at any administrative or court hearings relating to audits.

CONTRACTOR shall pay to COUNTY, from other than COUNTY funds, the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowances or other audit exceptions and to the extent such liability is attributable to CONTRACTOR failure to perform under this Agreement.

CONTRACTOR shall be responsible for administering the program as described herein. CONTRACTOR shall accept responsibility for receiving, replying to and complying with any audit exceptions

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by appropriate county, state, or federal audit agencies.

4. Dispute Resolution

The Contract Managers shall have authority to identify, discuss and resolve disputes or problems regarding the administration of this Agreement. Either party's Contract Manager may give written notice to the other Contract Manager setting forth in specific terms the existence and nature of a dispute or problem.

The Contract Managers shall have fifteen (15) Work Days to resolve the dispute, provided, however, by mutual consent, such period of time may be extended, not to exceed an additional thirty (30) calendar days.

In the event the Contract Managers are unable to resolve the dispute or problem, it shall be submitted to the Directors Conference for final decision.

5. Breach Sanctions

Failure to comply with any material term, condition or covenant of this Agreement by CONTRACTOR shall be a material breach of this Agreement. In the event of such material breach, WCDS/CalWIN Manager may, in his or her sole discretion and in addition to termination in accordance with this Agreement and any other remedies available at law, in equity, or otherwise specified in this Agreement notify CONTRACTOR in writing of such breach, specifying in such notice a reasonable time in which CONTRACTOR must cure such breach. In the event CONTRACTOR fails to cure such breach in the time specified in the WCDS/CalWIN Manager notice to CONTRACTOR, the WCDS/CalWIN Manager may direct the County to withhold payments to CONTRACTOR until such breach has been cured.

6. Monitoring

If, in the course of monitoring and evaluations, the WCDS/CalWIN Manager discovers any practice, procedure or policy of CONTRACTOR which deviates from the terms of this Agreement, which violates state or federal statutes or regulations, which threatens the success of the program carried on pursuant to this

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Agreement, or which jeopardizes the fiscal integrity of said program, the WCDS/CalWIN Manager shall notify CONTRACTOR. CONTRACTOR shall correct any and all discrepancies, violations, or deficiencies to the satisfaction of the WCDS/CalWIN Manager within ten (10) days, unless the WCDS/CalWIN Manager determines that it is necessary to make corrections at an earlier date in order to protect the health and safety of eligible individuals.

The WCDS/CalWIN Manager shall monitor the work performed under this Agreement to determine whether CONTRACTOR's operation conforms to county policy, state and federal statutes and regulations and to the terms of this Agreement.

CONTRACTOR shall furnish all data, statements, records, information and reports necessary for the WCDS/CalWIN Manager to monitor, review and evaluate the performance of the program and its components.

7. Corrective Action Procedure

The WCDS/CalWIN Manager, regarding a failure by the CONTRACTOR to comply with any provision of this Agreement shall have the right to forward to the CONTRACTOR a notice of WCDS intention to consider corrective action to enforce compliance with such provision. Such notice shall indicate the nature of the issue or issues which are to be reviewed in determining the need for corrective action. CONTRACTOR shall have the opportunity to respond or participate in formulating the corrective action recommendation. WCDS shall have the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

After issuing such notice and after considering CONTRACTOR's response, if any, WCDS, at the direction of the WCDS/CalWIN Manager, may forward to the CONTRACTOR a set of specific corrective action recommendations and timetable for implementing the specified corrective action recommendations. Following implementation of the corrective actions, the CONTRACTOR shall forward to WCDS, within the time specified by WCDS/CalWIN Manager, and verification required by WCDS/CalWIN Manager that the

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corrective actions have been taken.

In the event the CONTRACTOR does not implement the corrective action recommendation in accordance with the corrective action timetable, WCDS, at the direction of the WCDS/CalWIN Manager, may suspend payments hereunder or immediately terminate this contract.

8. Termination Beyond Control

Either party shall be excused from performance hereunder for any period of time either party is prevented from performing due solely and specifically to causes beyond the control and without the fault or negligence of either party and such nonperformance shall not be grounds for termination.

Notwithstanding Article 11.3 (Subcontracting), if the failure to perform is caused by the default of a subcontractor(s), and if such default is due solely and specifically to causes beyond the control of both CONTRACTOR and subcontractor(s), and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule.

9. Termination for Convenience

Notwithstanding Article 11.1 and 2, this Agreement may be terminated, in whole or in part, at any time, when such action is deemed by WCDS to be in its best interest. Termination of work hereunder shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent. After receipt of a notice of termination and except as otherwise directed by WCDS, CONTRACTOR shall:

- Stop work under this Agreement on the date and to the extent specified in such notice;
- Transfer title and deliver to WCDS all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

After receipt of a notice of termination, CONTRACTOR shall submit to WCDS/CalWIN Manager, in

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the form and with any certifications as may be prescribed by WCDS/CalWIN Manager and, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, WCDS/CalWIN Manager may determine on the basis of information available to WCDS/CalWIN Manager, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. When such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

WCDS/CalWIN Manager and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this Agreement, which amount may include a reasonable allowance for profit on work completed but shall not include any allowance on work terminated. COUNTY shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

10. Termination for Cause

COUNTY, at the direction of the WCDS/CalWIN Manager, may, by written notice to CONTRACTOR, terminate in whole or in part this Agreement in any one of the following circumstances:

- a. If CONTRACTOR fails to provide any task, deliverable, goods, service, or other work within the times specified in this Agreement or any authorized extensions thereof,
or
- b. If CONTRACTOR fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of five (5) days (or such longer period as the WCDS/CalWIN Manager may

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authorize in writing) after receipt of written notice from the WCDS/CalWIN Manager specifying such failure.

In the event that COUNTY terminates this Agreement, in whole or in part, as provided in this Agreement, COUNTY or WCDS may procure, upon such terms and in such manner as COUNTY or WCDS may deem appropriate, goods and services similar to those so terminated, and CONTRACTOR shall be liable to COUNTY or WCDS for any and all excess costs incurred by COUNTY or WCDS, as determined by COUNTY or WCDS, for such similar goods and services. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Agreement.

In addition to the other rights to terminate, with receipt by COUNTY of any information from the WCDS/CalWIN Manager that evidences a failure by CONTRACTOR to comply with any provision of this Agreement or jeopardizes CONTRACTOR's ability to provide services, the WCDS shall have the right to immediately terminate this Agreement, to withhold payment in whole or in part, or to require corrective action to enforce compliance with such provision regardless of whether the WCDS has given notice of intent to consider corrective action pursuant to Article VI.7 (Corrective Action Procedure). Areas of contract compliance or events which may lead to termination, withholding of funds, or request for corrective action, include but are not limited to the following:

- a. If CONTRACTOR (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or data furnished to COUNTY in connection with the program.
- b. If there is pending litigation with respect to the performance by CONTRACTOR in any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the program, or if CONTRACTOR is the subject of voluntary or involuntary petition under the Bankruptcy Act.

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- c. If CONTRACTOR shall have taken any action pertaining to the program which requires WCDS approval without having obtained such approval.
- d. If CONTRACTOR is in default under the provisions of this Agreement. If CONTRACTOR makes improper or ineffective use of funds.
- e. If CONTRACTOR makes improper or ineffective use of funds.
- f. If CONTRACTOR fails to comply with any of the terms and conditions of this contract or COUNTY and the WCDS/CalWIN Manager deem CONTRACTOR' S performance unsatisfactory.
- g. If CONTRACTOR submits to COUNTY any reports which are incorrect or incomplete in any material respect, or fails to file timely reports.
- h. If there is a loss or reduction in County, State, or Federal funding.
- i. If CONTRACTOR fails to resolve to COUNTY's satisfaction any prior year disallowed/questioned costs or fails to return the balance of advance payments under prior or current contracts.

If; after COUNTY has given notice of termination under the provisions of this Agreement, it is determined by COUNTY that CONTRACTOR was not in default, or that the default was excusable under the provisions of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article VI.9 (Termination for Convenience).

The rights and remedies of COUNTY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. Non-exclusive Remedies

The remedies listed in this section are non-exclusive, and COUNTY shall retain all other rights and

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remedies it may have under general law, including the right to terminate the contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this contract.

Amendment for CalWIN QA Proposal

The following pages include an amendment made to the QA contract presented on the preceding pages.

RGS PROJECT MANAGEMENT SUPPORT AND QUALITY ASSURANCE MONITORING DELIVERABLES

The RGS Project Management Support and Quality Assurance Monitoring deliverables are described below for all the activities and reports required of RGS during the Development and Implementation Phases of the CalWIN Project.

Project Management Support and Quality Assurance Monitoring Monthly Report of Activities

The Project Management Support and Quality Assurance Monitoring Monthly Report of Activities will be a detailed summary of all RGS quality assurance activities based on the Development/Implementation Vendor Project Work Plan for the Development and Consortium-wide Implementation Phase of the CalWIN Project. Specifically the report will include:

- Highlights of RGS activities from the previous month by project track,
- A description of the activities anticipated for the next month by project track, and
- Suggestions for any project-wide or track specific process improvements.

The report will be produced monthly and delivered by the fifth working day of the month. The outline of the report will be approved by the WCDS Manager prior to the submission of the first month's report.

Deliverable Review Results

The EDS CalWIN Team system development deliverables will be reviewed by RGS staff to ensure they meet deliverable specifications, conform to standards, and can be mapped to the functional and technical requirements. In accordance with the CalWIN Deliverable Development Review and Approval Process, RGS staff will

- Review EDS CalWIN Team deliverables,
- Enter comments directly into the comment repository,
- Participate in joint resolve sessions to ensure their comments are resolved to the WCDS CalWIN team's satisfaction, and

- Participate in final approval activities as directed.

Comments made by RGS staff can be identified separately as verification of the fulfillment of this deliverable.

Quality Assurance Monitoring of the Issue and Change Processes

The CalWIN Management Team has significantly invested in Issue and Change Management Processes in order to manage the scope and complexity of the CalWIN Project. In order to ensure the implementation of the final resolution or dispositions of issues and changes, RGS will provide follow-up tracking of each issue or change. This includes:

- Identifying follow-up activities for each issue and change,
- Working with responsible parties until follow-up activities have been completed,
- Providing a status update at each weekly WCDS Managers Status Meeting, and
- Prepare a monthly written report of all follow-up activities for issue and changes.

CalWIN Application Software Test Planning and Test Results Documentation

The CalWIN application software will be tested by RGS staff to ensure it meets deliverable specifications and conforms to coding and user interface standards. RGS staff will participate in testing activities in accordance with the CalWIN software testing process, to be jointly defined prior to the start of any testing phase of the Project. These tasks will include:

- Review results of unit test activities performed by the EDS CalWIN Team,
- Participate in system test of CalWIN Application Software, in accordance with the CalWIN System Test Plan. The encompasses activities from identifying test scenarios, performing the tests, recording results using the approved test tracking tool, and validating corrections have been made using a series of regression tests, and
- Participate in joint resolve/test result status sessions to ensure software errors are clearly defined and corrections are prioritized to the WCDS CalWIN team's satisfaction.

Test results documentation by RGS staff can be identified separately as verification of the fulfillment of this deliverable.

In addition to participating in actual software testing, RGS support the WCDS CalWIN Team's User Acceptance Test (UAT) planning and execution efforts. RGS tasks will include:

- Identifying test cases,
- Developing a schedule of testing activities,
- Coordinating tester readiness activities,
- Monitoring progress of completion of UAT scenarios,
- Participating in joint resolve/test result status sessions to ensure software errors are clearly defined and corrections are prioritized to the WCDS CalWIN team's satisfaction, and
- Modifying/rescheduling testing activities to incorporate testing of software corrections.

A UAT Plan and/or set of processes and procedures documenting the activities of UAT will be prepared by RGS and serve as the fulfillment of this deliverable.

Quarterly Project-wide Quality Assurance Meetings, Presentations, and Reports

This deliverable consists of a series of debrief meetings and/or project-wide information presentations with the WCDS CalWIN Project Team to enhance communication and identify lessons learned and process improvements. These meetings would include:

- Highlights Of The Most Recent Project Activities,
- Goals For The Next Period,
- Team Building Opportunities,

- Suggestions For Process Improvements,

- Lessons Learned, and
- Training Needs.

RGS will facilitate these quarterly or as needed meetings in away which elicits the participation of all WCDS CalWIN Team Members. RGS will then document the outcomes of the meeting for sharing with the CalWIN Project team as a whole and incorporation into the appropriate project processes, activities, or procedures.

Annual IAPD Updates and Modifications

RGS will prepare an updated and modified Implementation Advance Planning Document Update ([APDU) during each twelve (12) months period as determined by the state budget cycle. IAPD Updates shall include detailed description of progress of the project, changes to the budget, revised cost allocation plan, and an update to the risk plan. In addition, RGS will provide revised budget allocation for each County based on any changes to the budget or cost allocation plan.

RGS shall submit written IAPDUs as needed when unexpected changes to or deviations from the CalWIN Project Plan transpire.